

2/1/12

AGREEMENT

BETWEEN

TOWNSHIP OF FRANKLIN  
(IN THE COUNTY OF GLOUCESTER,  
STATE OF NEW JERSEY)

AND

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO, DISTRICT COUNCIL 71 - LOCAL 3574

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JANUARY 1, 2009 through DECEMBER 31, 2012

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DORF & DORF, P.C.  
2376 St. Georges Avenue  
Rahway, NJ 07065

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an average of twenty-six (26) hours per week. Notwithstanding the foregoing, current part-time employees Jackie Pace and Dorothy Madden shall be grandfathered and continue in the bargaining unit represented by the Union.

C. A seasonable employee is one who works not more than twelve (12) consecutive weeks in a year.

D. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

## ARTICLE II

### MANAGEMENT RIGHTS

A. The Township of Franklin hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the

#### ARTICLE IV

##### MAINTENANCE OF OPERATIONS

A. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike, work stoppage, slowdown, walkout or other job action against the Township.

B. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other such activities and that the Union will publicly disavow such action and order that all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

C. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Township to take any disciplinary action up to and including termination of the employment of such employee or employees.

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hereunder shall be pursuant to the grievance and arbitration procedure provided herein.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or the Union shop Steward shall institute action under the provisions hereof within ten (10) working days after knowledge of the event has occurred and an earnest effort shall be made to settle the difference between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement is reached orally within five (5) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) working days thereafter to the Superintendent or Department Head. The Superintendent or Department head shall answer the grievance in writing within five (5) working days of receipt of the written grievance.

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2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

3. The arbitrator's decision shall be in writing, with reasons.

4. The Union and the Township shall be limited to placing one (1) issue before an arbitrator at any one time. Arbitrators shall be prohibited from hearing more than one (1) grievance except by mutual consent of the parties.

5. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for

or violation, the employee will be advised of the discipline no later than ten (10) days after the completion of the investigation.

## ARTICLE VI

### DUES DEDUCTION AND AGENCY SHOP

#### A. Union Security and Dues Deduction

1. The Township agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The Township further agrees to make said deductions from the first two (2) pays of each month in equal amounts. In the two (2) months per year where a third pay occurs, the dues shall be deducted in the amount as each of the first two pays. The amount to be deducted shall be certified to the Township by the Treasurer of the Union and the aggregate deductions from all employees shall be remitted to the Treasurer of the Union, together with a list of the names of all employees for whom the deductions were made, by the tenth (10<sup>th</sup>) working day of the succeeding month after such deductions were made.

2. If a union member elects to withdraw from the union the effective date of the termination of dues deduction shall be as of January 1<sup>st</sup> the succeeding year.

C. Challenging Assessment Procedure

The Union agrees that it has established a procedure by which non-member employee(s) in the union can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

D. Indemnification

The Union shall indemnify and hold the Township harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Township in conformance with this Article. The Union shall intervene in and defend any administrative or court litigation concerning this provision and the Township shall cooperate with the Union in defending this provision.

ARTICLE VII

WORK SCHEDULES

A. Work Week

The regularly scheduled workweek shall be Monday through Friday for all employees.

B. Work Day

The regular workday for all employees shall consist of seven, eight, nine or ten hours excluding a lunch break without pay.



such requests in making shift assignments along with other Township needs including the need to provide economical and efficient service.

F. Emergencies

It will be mandatory for each employee, if requested, to work overtime during such times. When recalled, all employees will respond as quickly as possible when notified and be ready to complete assigned tasks. Such snow emergency work will be requested by the Public Works Superintendent and approved by the Township Administrator.

ARTICLE VIII

OVERTIME

A. Overtime

Overtime is defined as all hours worked in excess of forty (40) hours per week. For the purposes of overtime, time paid for but not worked (e.g. paid vacation leave/sick leave) shall be counted as time worked. Employees whose regularly scheduled work week is less than forty (40) hours, shall be compensated at the rate of straight time for all hours worked in excess of their regularly scheduled work week up to and including forty (40) hours per week. Whenever possible, employees required to work beyond the normal workday shall be given at least two (2) hours notice.

performed. Overtime work chosen as compensatory time off will be calculated at time and one half.

2. The process with respect to the use of compensatory overtime shall be as follows:

a. The employee makes initial selection of either compensatory time or cash. However, the scheduling of compensatory time is subject to approval by the Township.

b. In the event the employee changes his mind with respect to the selection, such change is subject to approval of the Township Administrator.

c. Compensatory time is to be used within ninety (90) days of accumulation.

d. The time of taking of compensatory time off is subject to approval by the Township Administrator.

#### ARTICLE IX

#### CALL IN TIME

If any employee is recalled, he/she shall receive a guarantee of two (2) hours compensation at the then appropriate rate of pay (straight time or time and one half), provided such work is not contiguous with the employee's normal workday. The Department Head or his/her designee shall have the right to retain the employee for the full two (2) hour period.

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ARTICLE XI

LONGEVITY

A. For all employees hired on or before May 1, 2005 longevity bonus will be paid upon the employee's anniversary date in full after completion of five (5) years and eight (8) years. The rate shall be two (2%) percent at five (5) years and two and one-half (2.5%) percent at eight (8) years. Upon notification by the employee, the Township will issue the appropriate longevity payment in the next possible pay period.

B. Longevity will be issued in a check separate from the employee's normal payroll check in accordance with the employee's IRS Form W-4.

C. Employees hired on or after May 1, 2005 shall not be eligible for longevity payments.

ARTICLE XII

HOLIDAYS

A. The following days are recognized as paid holidays:

New Year's Day

Columbus Day

Martin Luther King Day

General Election Day

Presidential Birthday

Veteran's Day

B. An employee shall be entitled to use earned vacation after the completion of the first year of service and thereafter as of the employee's anniversary date following the completion of such year of service and the employee's anniversary date thereafter, provided that such vacation time has been earned.

C. Any employee who resigns his position with the Township shall give two (2) weeks notice. In the event the employee fails to give such notice, the employee will lose any accrued vacation not to exceed two (2) weeks of such vacation accrual.

D. In the event an employee is unable to utilize vacation leave or a portion thereof in any calendar year, such vacation leave up to a maximum of two (2) weeks shall accumulate and shall be granted during the next succeeding year only. Any vacation days carried over into the next succeeding year shall be considered the first vacation days used in that succeeding year.

E. Payment of vacation leave will be made to the employee prior to the taking of such leave provided the leave is taken in increments of five (5) or more working days and has been approved in advance.

F. In order to exercise seniority, vacation requests shall be submitted to the appropriate department head within ten (10) days after the posting or distribution of the vacation leave

B. Personal days may be accumulated and carried forward up to a maximum total of six (6) days inclusive of the personal days for the then current year. Unused personal days beyond the maximum accumulation will be credited to an employee's unused sick time.

C. Personal days can be used for any matter the employee chooses.

D. Requests for personal leave will be made in writing to the employee's supervisor not less than five (5) calendar days in advance of the day except in cases of an unanticipated event documented by a written note and presented to the Township Administrator upon the employee's return.

#### ARTICLE XV

#### SICK LEAVE

##### A. Service Credit for Sick Leave

1. Permanent full-time employees shall be entitled to sick leave pay based on their aggregate years of service.

2. Permanent part-time employees shall be entitled to pro-rated sick leave based on their aggregate years of service.

3. Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness or exposure to contagious disease which prevents his/her doing the usual duties of their position.

(15) minutes before the employee's starting time.

- a. Failure to so notify his/her Department Head or designated representative may constitute a case for denial.
- b. Absence without notice for three (3) consecutive days may constitute a major violation.

D. Verification of Sick Leave

- 1. An employee who shall be absent utilizing sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.
  - a. An employee who has been absent utilizing sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days may be required to submit acceptable medical evidence for any additional sick leave in that year.
  - b. The Township may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action up to and including discharge.

subject to the above discipline schedule. The time frame on above discipline will run twenty-four (24) months from date of first occurrence and will stay in effect for twelve (12) months following the third step.

5. Employees who have at least twenty (20) sick days accumulated as of November 1 of the current year may voluntarily sell back up to five (5) days. For purposes of sick day sell back a "day" is defined as seven (7) hours for clerical employees and eight (8) hours for DPW employees. Employees wishing to take advantage of the Sick Day sell back must have a voucher presented to the Chief Financial Officer by November 1<sup>st</sup>. Payment will be made in the last pay period of November in a separate check.

6. For other extended leave requests see Article XIX.

#### ARTICLE XVI

#### WORKERS COMPENSATION

Worker's Compensation coverage will be continued in accordance with the Worker's Compensation Laws of the State of New Jersey.

#### ARTICLE XVII

#### BEREAVEMENT LEAVE

A. Each employee shall be permitted up to a maximum of five (5) consecutive work days without loss of regular straight

## ARTICLE XIX

### SPECIAL LEAVE OF ABSENCE

A. Under the Family and Medical Leave Act medical benefits will be provided for up to twelve (12) weeks in accordance with the guidelines of this act. Employees are covered under both the State of New Jersey and Federal family medical leave programs.

B. A permanent employee who is temporarily incapacitated to perform their duties (due to either physical or mental reasons) or for any reason considered valid by the Township, may be granted a special leave of absence without pay and without benefits by the Township for a period not to exceed six (6) months. Family Medical Leave will be requested prior to requesting a special leave of absence. Any permanent employee desiring such special leave of absence without pay shall submit their request in writing stating the reasons why, in their opinion, the request should be granted, along with the anticipated date of return to duty.

C. The Township shall grant a maternity (or paternity) leave of absence without pay for the amount of time requested by an employee, up to a maximum of six (6) months in any one (1) year with renewal at the Township's option, and medical benefits shall be paid by the Township. This leave will run concurrently



year. The existing bank of unused Union Business Leave Days will be reduced by 25% effective with the date of signing of the Agreement. AFSCME will notify the Township Administrator in writing if an employee authorized by the Union Business Leave is not in attendance at the Union function.

B. An employee who is a member of the Union, who is lawfully elevated to an official full-time position in the parent Union, may be granted a leave of absence without pay to attend his official duties, for a period not to exceed one (1) year. Said unpaid leave may be renewed by the Township for one (1) additional year upon request.

C. An employee under the circumstances noted in this section will receive service time credit up to a period of one (1) year only, but with no accrual of any benefits. In the event the employee is approved and continues on for an additional one (1) year of leave, the second year will not count either for service time or accrual of benefits. The service time of the employee will be frozen at the conclusion of the first year of leave and in the event the employee returns to the employ of the Township after the second year of leave, the employee will resume earning service time upon such return.

classification at the then applicable rate of pay with no loss of seniority.

#### ARTICLE XXIV

#### HEALTH AND MEDICAL BENEFITS

##### A. Medical Insurance

1. The Township will provide medical insurance coverage, including pharmaceutical coverage, basic dental coverage and a vision rider, to full-time employees and eligible dependents in accordance with the following premium cost sharing provisions paid for by the employee, either the amount stated in this Collective Bargaining Agreement, or 1.5% of base salary or as provided for by statute, whichever is the greatest amount:

- a. Family coverage: Employees shall pay \$2,596.80 per year to the cost of the premiums charged to the Township.
- b. Husband/Wife: Employees shall pay \$700.00 per year to the cost of the premiums charged to the Township.
- c. Parent/Child: Employees shall pay: Employees shall pay \$600.00 per year to the cost of the premiums charged to the Township.
- d. Single: Employees shall pay: Employees shall

6. The Township agrees to allow employees to opt out of the health insurance plan in return for cash reimbursement of \$3,700.00. The cash reimbursement will be paid out in an end of calendar year payment. Employees who wish to take advantage of this must make the request in writing along with proof of other insurance. Health insurance opt out payment will be issued in a check separate from the employee's normal payroll check in accordance with the employee's IRS. Form W-4.

**C. Opt-Out Provisions**

In the event an employee opts out of health and medical benefits in accordance with the provisions of this article, and desires to remain in or apply for dental coverage, the employee will be required to make payment of either the amount currently paid under the existing Collective Bargaining Agreement that predates this MOA, or as provided by statute, notably P.L. 2011. Cx 78 and any other relevant laws, whichever is the greatest amount. The amount from the legislation will only be the percentage of the premium and not the 1.5% of the salary for dental coverage. in accordance with current practice.

**ARTICLE XXV**

**BULLETIN BOARDS**

A. Bulletin board space will be provided by the Township at permanent work locations for use by the Union for the purpose of posting Union announcements and other information of a noncontroversial, non-political nature..Only material authorized by the signature of the Union President, Steward or alternate on said material shall be permitted to be posted on the bulletin board.

D. For part-time employees who become full-time employees, length of service for seniority purposes shall be calculated based on the full-time equivalent of the full-time positions to which they are subsequently assigned.

E. 1. The Township shall maintain an accurate, up to date seniority roster showing the date of hire and classification of each employee covered by this Agreement, and the Township shall furnish copies of the same to the Union upon reasonable request.

2. The Union will be given notification of those new or additional positions created by the Township which may be covered under the Recognition clause of this Agreement. In the event there is any dispute as to whether such employees are so covered, the matter will be submitted to the Public Employment Relations commission for resolution.

F. In case of layoffs, recalls and vacation schedules, an employee with the greatest amount of seniority within job titles shall be given preference, provided the employee has the ability to perform the work involved. In the case of promotions, seniority will be a factor considered in making the final determination.

hours with no loss of pay for a period not to exceed one (1) hour in any given day, unless additional time is specifically requested and authorized in advance by the Township and provided that irrespective of the time spent, there is no interference with the operation of Township business.

3. In the event of an on the job injury requiring professional medical attention, the department head will expedite such medical attention by calling for an ambulance, if required, or if the injured employee can be moved, arranging transportation to a competent medical facility. Additionally, return transportation will be arranged if the employee is not admitted to the medical facility as an inpatient.

#### ARTICLE XXVIII

##### DISCIPLINE

A. The Township may impose discipline including, but not limited to, the following disciplinary actions:

1. Oral reprimand.
2. Written reprimand.
3. Suspension (minor) - 5 days or less.
4. Suspension (major) - in excess of 5 days.
5. Discharge.

B. Openings in existing positions and any newly created positions which are to be included in the bargaining unit, shall be posted for a period of two (2) weeks prior to filling the position. However, on a temporary basis or in an emergency, the Township may fill the position on a temporary or emergency basis may be a candidate for that position. The Union shall be notified of any such positions.

C. The first ninety (90) days of full-time employment of an employee constitutes a probationary period. The probationary period may be extended by up to an additional sixty (60) days upon prior written notification to the employee and the Union. The probationary period of part-time employees will be the aggregate full-time equivalent of full-time employees.

D. All new full-time employees will be supplied with copies of available health insurance and/or other benefit program booklets.

E. Part-time Employees

1. Part-time employees covered by this Agreement (see Article I, Recognition - Section B) will receive on a pro-rated basis the following benefits only: holidays, vacations, personal days, sick leave, bereavement leave and jury duty.

within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

#### ARTICLE XXXII

##### DURATION

A. This Agreement shall be in full force and effect as of January 1, 2009 and shall remain in effect to and including December 31, 2012.

B. The economic changes and/or increases provided for in this Agreement shall apply only to those employees employed by the Township of Franklin on or after November 4, 2011 (this will include one \$300.00 payment to John Miller and two \$300.00 payments to Frank Errig).

C. This Agreement shall continue in force and effect from year to year thereafter, unless either party gives the other notice, in writing, no sooner than one hundred fifty (150) or no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate the Agreement.

## APPENDIX A